IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 286 OF 2003

IN

SUMMARY SUIT NO.2628 OF 1999

Sharp Travels (India) Ltd .. Plaintiff

versus

Abu Malik & anr .. Defendant

...

Mr.M.P.S.Rao i/b David & Co for Plaintiff

Mr.S.K.Chaurasia i/b A.M.Saraogi for Defendants.

CORAM : D.G. KARNIK, J

DATED : 24th January 2005.

P.C:-

1. Heard learned counsel for the plaintiff. This suit is filed by the plaintiff for recovery of the money allegedly due from the defendants. There is no evidence that the plaintiff had advanced any loan to the defendants. There is no written agreement to repay. The recitals in the Agreement Exhibit C-1 at page 29 is in respect of the loan advanced to a a

third party Aim Film Production No.1. There is no statement in the plaint that the defendant is or was a partner of Aim Film Production No.1.

2. Furthermore, there is no agreement to pay interest. Learned counsel states that the plaintiff does not want to give up the claim for interest. As there is no written contract to pay interest, the suit cannot be tried as a summary suit. For these reasons, the defendants are granted unconditional leave to defend the suit. In the circumstances, the defendants are granted unconditional leave to defend the suit. The defendants to file the written statement within one month. Suit shall stand transferred to the list of commercial causes.

D.G.KARNIK, J